United Nations ST/AI/2013/5

Secretariat

1 April 2014

Administrative instruction

Participants in advisory meetings

The Under-Secretary-General for Management, pursuant to section 4.2 of Secretary-General's bulletin ST/SGB/2009/4, and in order to set out detailed provisions for obtaining the temporary services of individuals as participants in advisory meetings, promulgates the following:

Section 1
General principles

1.1 Participants in advisory meetings are persons whose services the Organization requires from time to time to provide outside expertise, namely, advisory services or assistance requiring expertise, special skills or knowledge not normally possessed by the regular staff of the Secretariat and for which there is no continuing need in the Secretariat.

1.2 The services provided by participants in advisory meetings:

(a) Must be clearly related to priority activities in the work programmes of the department, office or mission in question or to a specific legislative or programming decision;

(b) Should not duplicate work or activities already done, being done or about to be done by other departments, offices or missions within the United Nations system.

1.3 Individuals whose services are obtained as participants in advisory meetings shall be selected only from among candidates who are highly qualified in the specific field in question. They shall be selected from as wide and representative a number of countries as possible.

1.4 Individuals whose services are required as participants in advisory meetings such as ad hoc expert groups, workshops, seminars and symposia will be invited to participate in the meeting by means of a letter which will give details of the meeting, the legal status and obligation of the participants and the Organization's arrangements for their travel, compensation for service-incurred death, injury or illness and their own responsibility for insurance. Participants in advisory meetings are not normally expected to provide any services to the Organization other than their oral contribution as participants in the meeting in question but may agree to provide papers for consideration at the meeting at no cost to the United Nations.

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1.5 Any person who is invited, in addition to participation in the meeting, to provide a written paper, to act as rapporteur or provide other services in connection with the meeting for which a fee is paid by the United Nations shall be engaged, and otherwise treated, wholly as a consultant, in accordance with the administrative instruction on consultants and individual contractors (ST/AI/2013/4).

1.6 The costs incurred for the services of participants in advisory meetings shall be charged exclusively to funds specifically authorized for these purposes. Such costs shall always be coded under the appropriate object of expenditure for participants in advisory meetings.

Section 2
Terms and conditions

Legal status

2.1 Individuals invited to participate in advisory meetings serve in their personal capacity and not as representatives of a Government or of any other authority external to the United Nations. They are neither "staff members" under the Staff Regulations of the United Nations nor "officials" for the purpose of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946. They may, however, be given the status of "experts on mission" in the sense of section 22 of article VI of the Convention. If they are required to travel on behalf of the United Nations, they may be given a United Nations certificate in accordance with section 26 of article VII of the Convention.

Obligations

2.2 Participants in advisory meetings shall neither seek nor accept instructions regarding their services for the United Nations from any Government or from any authority external to the United Nations. During the period of their service with the United Nations, they may not engage in any activity that is incompatible with the discharge of their duties with the Organization. They are required to exercise the utmost discretion in all matters of official business of the Organization. They may not communicate at any time to any other person, Government or authority external to the United Nations any information known to them by reason of their association with the United Nations which has not been made public, except in the course of their duties or by authorization of the Secretary-General or his designate, nor shall they at any time use such information to private advantage. These obligations do not lapse upon cessation of their service with the United Nations.

Title rights

2.3 Outputs delivered by a participant in an advisory meeting as part of the contract with the United Nations remain the property of the United Nations. The United Nations shall be entitled to all property rights, including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the Organization by a participant in an advisory meeting.

Duration of services

2.4 The services of a participant in an advisory meeting will be limited to the duration of the meeting and the time necessary to travel from the individual's usual place of residence to and from the meeting.

Remuneration

2.5 Individuals invited as participants in advisory meetings shall receive no honorarium, fee or other remuneration for their participation in such meetings but they may be paid travel expenses, including a daily subsistence allowance in accordance with the provisions of section 2.6 below.

Travel

2.6 If participants in advisory meetings are required by the United Nations to travel beyond commuting distance from their usual place of residence, economy class shall be the standard of accommodation for air travel in all cases irrespective of the duration of the journey, unless determined otherwise by the Secretary-General taking into account the circumstances of the traveller (for example, health reasons) and the interests of the Organization. Participants in an advisory meeting who reside at the place of the meeting shall receive a daily subsistence allowance at one fifth of the usual rate for each full day of attendance to cover their incidental expenses.

Service-incurred death, injury or illness

2.7 A participant in an advisory meeting, or his or her dependants as appropriate, shall be entitled in the event of death, injury or illness attributable to the performance of services on behalf of the United Nations to compensation in accordance with the Rules Governing Compensation to Members of Commissions, Committees or Similar Bodies in the Event of Death, Injury or Illness Attributable to Service with the United Nations (ST/SGB/103/Rev.1).

Health insurance

2.8 The United Nations accepts no responsibility for the death, illness or injury of any participant in an advisory meeting which is not attributable to the performance of services on behalf of the United Nations. Participants in advisory meetings are fully responsible for any expenses incurred as a result of such events and for arranging, at their own expense, such life, health and other forms of insurance covering the period of their services on behalf of the United Nations as they consider appropriate. Participants in advisory meetings are not eligible to participate in the life or health insurance schemes available to United Nations staff members. The responsibility of the United Nations is limited solely to the payment of compensation under the conditions described in section 2.7 above.

Reporting procedures

2.9 Each department, office or mission shall also be responsible for compiling a log for each advisory meeting it organizes. These logs shall indicate the exact title of the meeting, the dates on which it was held, the allotment account charged, the total cost for participants engaged, as well as the name, nationality and title of each participant in the meeting.

Settlement of disputes

2.10 In the event of any dispute arising out of or in connection with the contract, attempts should be made to settle the dispute by negotiation. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (UNCITRAL), or according to such other procedure as may be agreed between the parties in writing.

2.11 If a settlement cannot be achieved as provided above, the matter shall be referred by either of the parties to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

Section 3
Final provisions

3.1 The present administrative instruction shall enter into force on the date of its issuance.

3.2 Administrative instruction ST/AI/296 is hereby abolished.

(*Signed*) Yukio **Takasu**
Under-Secretary-General for Management